

# **State of Delaware**

## **PARA-TRANSIT BUS FOR THE DELAWARE VETERANS HOME**

### **Invitation to Bid Contract No. 11-DVH-18**

**AUGUST 9, 2010**

**- *Deadline to Respond* -  
SEPTEMBER 2, 2010  
1:00 PM, EDT**

**CONTRACT NO. 11-DVH-18**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for a **2010 Model Year or Later, Ford or approved equal, Para-transit Bus**. The invitation consists of the following documents:

**INVITATION TO BID - CONTRACT NO. 11-DVH-18**

- 1      DEFINITIONS and GENERAL PROVISIONS
- 2      SPECIAL PROVISIONS and SPECIFICATIONS
- 3      BID QUOTATION REPLY SECTION
  - A - NO BID REPLY FORM
  - B - BID BOND
  - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - D - QUOTATION SUMMARY
  - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **Thursday, September 2, 2010**.

**Bids shall be submitted to:**

**STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME  
100 DELAWARE VETERANS BLVD.  
MILFORD, DE 19963**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call **Nancy Galvin at 302-424-6000**.

**DEPARTMENT OF STATE  
DELAWARE VETERANS HOME**

**DEFINITIONS  
AND  
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

## **DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

Bond Waived

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME  
100 DELAWARE VETERANS BLVD.  
MILFORD, DE 19963**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

## **SECTION B - AWARD AND EXECUTION OF CONTRACT**

### **1. CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

### **2. MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

### **3. CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

### **4. EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

### **5. REQUIREMENT OF CONTRACT BOND:**

Bond Waived

### **6. WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

### **7. THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of State, Delaware Veterans Home acting for all participating agencies.

### **8. RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.



9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Department of State, Delaware Veterans Home of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

## **SECTION C - GENERAL**

### **1. AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

### **2. LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

### **3. PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

### **4. PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

### **5. EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Department of State, Delaware Veterans Home will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of State, Delaware Veterans Home in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

## **SECTION D - EQUAL OPPORTUNITY**

### **1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 7/1/2009

CONTRACT NO. 11-DVH-18  
PARA-TRANIST BUS  
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Para-transit bus requirements for the Department of State, Delaware Veterans Home.

2. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for on (1) year from October 1, 2010 through September 30, 2011. Each contract may be renewed for one (1) year through negotiation between the contractor and the Department of State, Delaware Veterans Home. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **MOST-FAVORED CUSTOMER:**

The contractor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered they must also apply to the subject contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Department of State, Delaware Veterans Home shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME

6. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

7. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Contact: Nancy Galvin  
Contract No. 11-DVH-18  
State of Delaware  
Department of State  
Delaware Veterans Home  
100 Delaware Veterans Blvd.  
Milford, DE 19963**

**Note: The State of Delaware shall not be named as an additional insured.**

12. **BASIS OF AWARD:**

The Department of State, Delaware Veterans Home shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Delaware Veterans Home reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

13. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish the Department of State, Delaware Veterans Home with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

15. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

16. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

17. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department of State, Delaware Veterans Home shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Department of State, Delaware Veterans Home must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

20. **MANDATORY USAGE REPORT: Not Applicable to 11-DVH-18**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a "no activity" if there is no activity during the reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to insert email. It shall contain the six-digit department and organization code.**



STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME

21. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

22. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **BILLING:**

The successful vendor is required to **"Bill as Shipped"** to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

24. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Department of State, Delaware Veterans Home to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, the Department of State, Delaware Veterans Home. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

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27. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

28. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

29. **BROCHURES:**

The bidder **MUST** furnish with each copy of his proposal the manufacturer's latest dated printed brochure for each vehicle bid, which must contain complete specifications to enable Government Support Services to compare and determine if the material offered complies with the intent of the attached specifications. Failure to provide these complete specifications may render the bid as non-responsive.

30. **OPTIONAL ALTERNATIVE FUEL CAPABILITY:**

The State of Delaware is obligated to procure passenger vehicles that utilize alternative fuels, as defined by the federal Energy Policy Act. For model year 2010 this will constitute 75% of all new qualifying units. The State is "fuel neutral" and will consider O.E.M. offerings for any alternative fuel type that meets applicable federal guidelines. An alternative fuel vehicle, for the purposes of this contract, will be any bi-fuel or flex-fuel vehicle that can be operated on gasoline and another alternative fuel. Vehicles offered shall be warranted by the O.E.M. to meet all federal guidelines/laws and meet or exceed federal air quality standards (given the State properly maintains and services the vehicles) for a time period no less than the length of the manufacturer's powertrain warranty. Any alternative fuel system quoted must provide a tank or tanks which provide sufficient alternative fuel to allow the vehicle a travel range of no less than 125 miles.

31. **OPTIONAL TEMPORARY TAGS:**

When requested by individual agencies on their purchase order, each vehicle must be delivered with a minimum twenty (20) day temporary tag, the cost of which may be charged to the ordering agency.

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32. **LATER MODEL YEAR VEHICLE OFFERS:**

The State will consider any offer(s) made by awarded vendors to identical later model year vehicles beyond 2010 of the same make, model and options at the same, or lower basic vehicle pricing. However, the State reserves the right to reject any such offer(s).

33. **APPLICABLE DOCUMENTS:**

The following standards, or applicable parts of the issue in effect on date of this ITB, shall apply at the discretion of interested State agencies.

State of Delaware Motor Vehicle Code  
Federal Motor Vehicle Safety Standards  
Military Specification MIL-C-0083933A  
Federal Standard 297-A  
NTEA Dump Body and Conversion Hoist Chart  
Delaware Department of Transportation Standards  
and Regulations

34. **CERTIFICATE OF ORIGIN:**

The following documents must be included with each vehicle at time of delivery:

- A. The Certificate of Origin
- B. Title Application
- C. Odometer Mileage Certification

35. **SPECIFICATIONS REQUIREMENTS:**

All equipment listed in each specification must be standard OEM equipment normally offered to the general public.

36. **PRODUCTION / ORDER CUTOFF DATES:**

Bids shall include cut off dates for each vehicle bid, if known. Awarded vendors shall provide these dates to the State as soon as they become available.

37. **VEHICLE WARRANTY:**

Bidders are encouraged to submit their best OEM Warranties for each vehicle category bid, at no additional cost to the State. The length of the OEM warranty will be a factor in determining the lowest overall price to the State. **NOTE:** The bidding vendor will have sole responsibility for **all** warranty issues, including the coordination of repairs for vehicle conversions such as, but not limited to, supplemental cooling systems, body defects, electrical problems, dump or utility bodies, lighting systems, etc. It is to be understood the State will not coordinate a warranty repair that involves multiple parties such as a supplemental equipment provider, an installer/converter and the vehicle manufacturer/supplier. The awarded bidder will be the sole contact and coordinator of warranty repairs and service.

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38. **EXTENDED WARRANTY:**

The State of Delaware seeks quotations on an extended OEM power train warranty for all vehicles quoted. This warranty would cover the engine, transmission and other power train components for a price and time period specified by each bidder. This warranty will be used to assist in determining the overall cost to the State. Pricing should be entered in the appropriate space on the Bid Quotation Sheet and a copy of the warranty specifics detailing all items covered must be provided with the bid.

39. **DEALER SERVICE BULLETINS:**

Minimum of one (1) copy each bulletin already published applicable to the model year bus purchased must be furnished before the time of delivery of the first new vehicle. The Delaware Veterans Home is to be placed on the mailing list to receive one (1) copy minimum of dealer service bulletins each time it is published. All aforementioned bulletins must be supplied to DVH at no charge. Failure to supply these bulletins could lead to disqualification in the future.

40. **SERVICE:**

Service by authorized representative of the vehicle and equipment manufacturers must be available within the State of Delaware. Prior to delivery each vehicle shall be completely serviced by the winning vendor. Service shall include not less than; lubrication, wash, engine tune-up, wheel alignment and all other checks and adjustments required for proper complete servicing of a new vehicle.

41. **SERVICE MANUALS:**

Successful vendor will be required to furnish a minimum of two (2) service manuals and/or cds (including emissions electronics, and Electrical/Vacuum Trouble Shooting Manual) of which a minimum of two (2) is to be provided with delivery of the vehicle.

42. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

43. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

44. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

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45. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

46. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

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**APPENDIX A**  
**SCOPE OF WORK DETAILS**

I. **INTRODUCTION:**

The purpose of this Invitation to Bid (ITB) is to allow the Department of State, Delaware Veterans Home, to enter into a contract with a qualified Bidder for the provision of 2010 Model Year or Later, Para-transit bus. The contract award will be determined by the Department of State, Delaware Veterans Home, in accordance with Title 29, Section 6924.

II. **FORMAT FOR INVITATION TO BID:**

A. **NUMBER OF COPIES WITH MAILING OF BIDS:**

Two (2) copies of the bid will be submitted in a sealed envelope clearly marked with the name of the bidder and labeled **11-DVH-18 2010 Model Year or Later Para-transit bus**. The Original copy shall be marked "**Master Copy**" and will contain original signatures in all locations requiring a bidder's signature. The State reserves the right to reject any proposals that are not received by this date and time.

The State reserves the right to award the proposed contract to multiple suppliers if the Head of the Agency determines that such an award is in the best interest of the State.

B. **DETAILED REQUIREMENTS:**

**The requirements of this ITB are shown in Appendix A & B, attached, and made a part of the contract.**

C. **ATTACHMENTS:**

**Appendix A & B (Pricing Grid in Excel Format).**

III. **PRICING, QUALITY AND SERVICE REQUIREMENTS**

A. Pricing

Contract Users require flat prices for items where listed, in Appendix B. The item prices plus all other costs listed will be the number used for cost comparisons. The delivery and shipping costs referred to in this ITB are those for normal shipping, and not rushed orders.

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**APPENDIX A**  
**SCOPE OF WORK DETAILS CON'T**

IV. **The completed proposal includes:**

- Completed Appendix B comprises the first portion regarding pricing. Two (2) hard copies of your response, the completed excel and Word files.
- Bid Quotation Reply Section
- Delaware Minority and Women Business Enterprise Certification Form and Guidelines (if appropriate)

V. **Additional Guidelines:**

- No service fees or additional costs will be invoiced to Contract Users by the Supplier during the term of this agreement (except as described in this ITB or mutually agreed upon in writing)
- There will be no “small order”, “minimum order,” or “special order” charges or surcharges
- There will be no return fees for inaccuracies or other errors on the part of the supplier
- Any rush delivery that occurs as a result of Supplier’s error (e.g., stock-outs, etc.) will be free of charge. No handling surcharges will be added or discounts lost for any rush or expedited orders.
- You may also provide catalog(s) and price list(s) for all of the products that you sell that include all of the different price tiers available for each product. **An electronic copy of such is preferred.** The prices listed therein will be the prices that the state will use for off-contract purchases **during the term of the contract.** Please note that as a high volume purchaser of contracted items, the state expects to receive the lowest price offered on off-contract items.
- Write your company name on the label of the disk.
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes can not be made.**

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**APPENDIX A**  
**SCOPE OF WORK DETAILS CON'T**

**V. Additional Guidelines-continued:**

- Save your changes under the same filename. Print hard copies of each spreadsheet to accompany your bid.
- If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.
- Enter all information directly into the relevant Excel spreadsheet cells in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as “7.90”.) Prices must be: In US Dollars.
- Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no bid”.



## TECHNICAL SPECIFICATIONS

### 1. GENERAL:

- a. The vehicle Manufacturer's model name and/or model number shall be indicated in the bid proposal.
- b. Standard solid exterior colors with standard interior trim shall be selected after the award is made unless otherwise indicated in the bid.
- c. Tire size and type shall be original equipment brand as indicated in the bid or specification sheet.
- d. Each vehicle shall include all required equipment as listed in this specification unless deletion is listed in the bid.
- e. The vehicle shall be new and of the model year indicated in the bid.
- f. The specifications indicate **MINIMUM** requirements.
- g. The vehicle shall include all genuine parts, accessories and equipment considered standard by the manufacturer for the vehicle offered by the bidder.
- h. If items listed under Options on specification sheets are desired they must be specified by the Using Agency. These items shall not be furnished by the contractor unless specified in the specific agency Purchase Order.
- i. Each vehicle shall be clean, lubricated and serviced ready for immediate service.
- j. Each vehicle shall be protected to 20 degrees Fahrenheit below zero with permanent type antifreeze.
- k. Each vehicle shall include a filled fuel tank(s).
- l. Each vehicle shall be free of dealer signs and emblems.
- m. Each vehicle shall conform to the requirements of the Delaware Motor Vehicle Code.
- n. The vehicle shall comply with all applicable Federal Motor Vehicle Safety Standards.
- o. Each vehicle shall include the proper form to apply for Delaware Title and License including the original Manufacturer's Statement of Origin signed by the successful vendor and notarized. All title papers shall be properly executed and application for title shall indicate the name and address exactly as shown on the applicable Purchase Order.

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**SPECIFICATIONS - Continued**

1. **GENERAL - (continued)**

- p. Each vehicle shall include a copy of the manufacturer's service and standard warranty policy with all warranty verification vouchers, certificates or coupons. Bidder must provide any extended warranty program offers concerning pricing.
- q. At the time of vehicle delivery, the successful contractor shall furnish an original and three copies of the invoice which shall include the key number, vehicle color and Purchase Order Number.
- r. The successful contractor shall comply with the manufacturer's standard warranty, or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty.
- s. The successful contractor shall comply with the manufacturer's recommended pre-delivery service.
- t. The successful contractor shall submit at least two (2) copies of all service/technical bulletins recall notices or provide this information on-line to the Nursing Home Administrator, Delaware Veterans Home, Milford, DE. 19963. These documents shall be submitted on a continual basis to keep the Delaware Veterans Home informed regarding improvements, changes and/or problems concerning the State owned vehicle and their component parts.
- u. The ordering agency will inspect all vehicles prior to acceptance. It will be the responsibility of the delivering dealer to remove any vehicle rejected by the ordering agency within two (2) working days after notification, and return the vehicle to the ordering agency upon correction of deficiencies. Date in service will be the date the vehicle is accepted by the ordering agency, not the date of delivery.
- v. The State disclaims any liability for damage to vehicles not unconditionally accepted by the State.
- w. Unless otherwise indicated, all items requested in this specification for each vehicle which are listed in the manufacturer's specification book as standard or optional equipment shall be factory installed and operative. Vehicles delivered to the State in a condition considered to be below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the interior and exterior of the vehicle for completeness and quality of workmanship, lubrication and fluid levels, with any leaks corrected, mechanical operation of the vehicle and all electrical components operational. Allied equipment specified to be furnished and installed which is not available through the vehicle manufacturer shall conform to the best quality standards known to that particular industry, both product and installation.

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**SPECIFICATIONS - Continued**

1. **GENERAL - (continued)**

- x. Vehicles delivered with rust proofing overspray on exterior of body, not including underside, or any part of vehicle interior including, but not limited to seat and shoulder belts, door panels, carpets and seats will not be accepted.
- y. All electronic systems associated with the vehicle shall be protected against, and shall not cause interference to, the operation of the vehicle or the land mobile radio communications system when properly installed in the vehicle.
- z. Vendors must be aware that deliveries can be to any location statewide, not only to Fleet Services, Dover location. All vehicle deliveries shall be coordinated through the ordering agency. **Vendors shall call for delivery schedule at least 48 hours in advance.**
- aa. **Vehicle Delivery:** A vehicle may not be driven more than 200 miles from the awarded vendor's place of business to the ordering agency for inspection and receipt, or the vehicle shall not be accepted. A waiver can be requested through the Delaware Veterans Home on special vehicles which require delivery to sub-contractors. If the awarded vendor uses a towing device to tow another vehicle to the inspection, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper with damage caused by a towing device will be replaced by the awarded vendor at no charge to the State. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

2. **REQUIRED EQUIPMENT:**

The following items shall be supplied on all vehicles as required equipment, unless otherwise specified, and will not be included in the specifications for each individual vehicle.

- a. Interior light(s)
- b. Fresh air hot water heater and windshield defrosters.
- c. Dual electric or air windshield wiper, intermittent type system.
- d. Dual windshield washers including antifreeze type solvent.
- e. Inside rear view mirror day/night type.
- f. Seat for driver.
- g. Dual sun visors and dual arm rests.
- h. Seat belts for driver.
- i. Replaceable element oil filter.

- j. Rust proofing material which conforms to MIL SPEC MIL-C 0083933A shall be applied in a continuous and uniform coating to all metal panels and splash pans underneath the vehicle for protection against rust and corrosion. The rust proofing shall also be applied inside the rocker panels, door posts, door panels, headlight wells, parking light wells, tail light wells, backup light wells, dog legs, quarter panels, all body panels and all enclosed areas except engine compartment. The rust proofing shall be factory or locally applied in compliance with Federal Standard 297A. Warranty coupon for five (5) years, at no cost to the State shall be furnished with each vehicle.
  - 1) Not applicable if the vehicle furnished is factory warranted against corrosion for not less than 5 years at no cost to the State of Delaware. Warranty indicating compliance is required with each vehicle.
- k. Rear license plate brackets mounted on all vehicles. No front plates.
- l. AM/FM radio and antenna
- m. Back up lights
- n. Keys - One (1) key shall fit all locks. The vehicle shall have **two (2) sets** of individually coded keys.
- o. Air Conditioning - Factory installed integral with heater and defroster.
- p. Air bags - Drivers side front seat is required.
- q. Glass - Tinted all windows
- r. Exterior rearview mirrors - Standard for model, matched dual RH and LH, except low mount, when available.
- s. Spare tire - Mounted manufacturers standard spare.
- t. Brakes - Mfg. standard power assisted.
- u. Steering - Mfg. standard power assisted.
- v. Transmission - Manufacturer standard automatic for model quoted; 3 speed automatic minimum.

3. VEHICLE DIAGNOSTIC EQUIPMENT CD's:

Vendors shall provide pricing for Vehicle Diagnostic Equipment CD's for each vehicle bid covering the engine, transmission, air bag, and ABS in the Bid Quotation Reply Section of this Invitation to Bid

4. VEHICLE SPECIFICATIONS AND INSPECTIONS:

Refer to the following sheet for detailed specifications for the vehicle.

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DELAWARE VETERANS HOME

		<b>SPECIFICATIONS</b>
1	<b>YEAR</b>	2010
2	<b>MAKE</b>	Ford Starcraft Allstar or approved equal
3	<b>CAPACITY</b>	<p>Eight (8) seated passengers + Four (4) wheelchair passengers + driver</p> <p>Six (6) seated passengers + Five (5) wheelchair passengers + driver</p> <p>Four (4) seated passengers + Six (6) wheelchair passengers + driver</p> <p>Two (2) seated passengers + Seven (7) wheelchair passengers + driver</p> <p>Or alternatively</p> <p>Eight (8) wheelchair passengers + driver</p>
4	<b>LICENSE TO OPERATE</b>	No CDL license is required

		<b>SPECIFICATIONS: CHASSIS</b>
1	<b>CHASSIS</b>	2010 Ford Cutaway, Dual Rear Wheel, E450 Super Duty
2	<b>WHEELBASE</b>	208" RV Cutaway
3	<b>WEIGHT</b>	14,500 lbs Gross Vehicle Weight
4	<b>ENGINE</b>	6.8L/415 CID V-10, EFI-electronic fuel injected, Super Engine Cooling, Engine Oil Cooler
5	<b>TRANSMISSION</b>	4R100 4-speed automatic with overdrive, Transmission Oil Cooler
6	<b>STEERING</b>	Power
7	<b>BRAKES</b>	Power, front-disc, rear-disc with Hydroboost and four wheel ABS
8	<b>REAR AXLE RATIO</b>	4.56
9	<b>TIRES</b>	Six (6) LT 225/75RX16E (10PR) Steel Belted Radial
10	<b>GAUGES</b>	Voltmeter, Oil Pressure, Temperature
11	<b>STABILIZER BAR</b>	Heavy duty, Front and Rear
12	<b>GLASS</b>	Tinted (complete)
13	<b>AIRBAG</b>	Driver's supplemental restraint system
14	<b>STEERING WHEEL</b>	Tilt
15	<b>CRUISE CONTROL</b>	Fingertip control
16	<b>AIR CONDITIONER</b>	18,000 btu on dash
17	<b>ALTERNATOR</b>	225 AMP MotorCraft
18	<b>BATTERIES</b>	Dual heavy duty, Primary 650 CCA, Auxiliary 650 CCA, total 1300 CCA

		<b>SPECIFICATIONS: CHASSIS cont.</b>
19	<b>BUMPER</b>	Chrome
20	<b>GRILLE</b>	Chrome
21	<b>WIRING HARNESS</b>	Special
22	<b>FUEL TANK</b>	Auxiliary capacity, single tank, 55 gallons
23	<b>HORNS</b>	Dual electric
24	<b>WIPERS</b>	Intermittent
25	<b>MIRRORS</b>	Bright swing-out recreational (7" X 10")
26	<b>AXLE</b>	Front: Ford Twin-I-Beam, 4600# Rear: Dana 80,9450#
27	<b>SPRINGS</b>	Combined rating @ ground: Front – 4600#, Rear – 9450#
28	<b>OTHER</b>	Deluxe Insulation Package  License plate bracket – Front  Exterior: Oxford White Interior: Charcoal dash trim

		<b>SPECIFICATIONS: BODY</b>
		<b>2010 Starcraft Allstar with bi-fold front entrance doors, built to all standard specifications</b>
1	<b>CHASSIS AND BODY</b>	Undercoat completely
2	<b>INTERIOR</b>	Side walls and ceiling covered in maintenance free durable, easy to clean, gray padded vinyl
3	<b>LIGHTS</b>	Hooded front stepwell lights to illuminate Entry and Exit
4	<b>GRAB RAILS</b>	Parallel rails to entrance steps on both sides
5	<b>PANELS</b>	Stanchion and Modesty panel behind driver
6	<b>FLOOR</b>	Gray colored, smooth rubber with ribbed aisle. Raised floor to eliminate wheel wells
7	<b>SUSPENSION</b>	Mor-Ryde RL
8	<b>MIRRORS</b>	Remote, heated exterior
9	<b>BUMPER</b>	Rear step
10	<b>WHEEL INSERTS</b>	Set of Four (4) stainless steel, Two (2) Front, Two (2) Rear
11	<b>REAR WHEEL</b>	Valve Stem extender inner dual rear wheel, pair
12	<b>REAR AIR CONDITIONER</b>	Model TA733 Super System 70,000 btu minimum with dual engine mounted compressors and a heavy duty three fan skirt mounted condenser
13	<b>REAR AUXILIARY HEATER</b>	Tower hot water heater 60,000 btu
14	<b>SAFETY EQUIPMENT</b>	25 Unit first-aid kit  5 lb fire extinguisher

		<b>SPECIFICATIONS: BODY cont.</b>  Emergency reflective triangles  Audible back-up alarm  6" X 9" Interior convex mirror  "Please watch your step" decal  Escape / ventilation roof hatch
15	<b>BUZZER</b>	Door ajar buzzer on rear door and on wheelchair door
16	<b>INTERIOR LIGHTS</b>	Door activated
17	<b>RADIO</b>	Deluxe AM/FM stereo with CD player, Six (6) Speakers in front bulkhead and four (4) in coach body
18	<b>AUDIO VISUAL PACKAGE</b>	15" Center-mount Flip down LCD Monitor and DVD player
19	<b>DOORS</b>	Electric Entry doors  Emergency Rear door with upper and lower windows
20	<b>STORAGE COMPARTMENT</b>	Driver – in front bulkhead
21	<b>ADA WHEEL CHAIR PACKAGE</b>	Braun Millennium NL919-2 Fully Automatic Wheelchair lifts with manual back-up system (34" X 51")  Heavy-duty double panel lifts doors, with clear view windows, interior light and leaf spring  Intermotive interlock system to prevent vehicle movement during lift operations with fast idle  Eight (8) Q'Straint 8301-L Max retractors wheelchair tie downs with Q8-6326-A1 combination lap / shoulder belts on L track  Eight (8) Q'Straint storage pouches when belts are not in use  Interior and exterior signage at wheelchair positions and at first seat row  Interior and exterior lighting at wheelchair lift area
22	<b>MUD FLAPS</b>	Front and rear
23	<b>WINDOWS</b>	Heavy tinted scenic transit with emergency egress

		<b>SPECIFICATIONS: BODY cont.</b>
24	<b>DRIVER SEAT</b>	High back seat #30840 FSC Recliner, armrest, 2-way lumbar in vinyl covering
25	<b>OTHER SEATING</b>	Four (4) Freedman double foldaway vinyl seats  Four (4) anti-vandal grab handles on aisle side only  Four (4) US arm armrest on aisle side only  Eight (8) lap belt seat belts
22	<b>OTHER</b>	Battery box and slide out tray  Mid-ship turn / Marker lights  Rear turn signals amber (replaces red lights)  White step noising on all step treads



STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME

BID QUOTATION REPLY SECTION

CONTRACT NO. 11-DVH-18

Para-Transit Bus for the Delaware Veterans Home

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Department of State, Delaware Veterans Home by Thursday, September 2, 2010, 1:00 P.M. EDT at which time bids will be opened.

**Bids shall be submitted to:**

**STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME  
100 DELAWARE VETERANS BLVD.  
MILFORD, DE 19963**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**

CONTRACT NO.: 11-DVH-18

**BID QUOTATION**

**DELIVERY**

Ship Stock \_\_\_\_\_ days ARO

Ship Non-Stock \_\_\_\_\_ days ARO

CONTRACT TOTAL VALUE \$ \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

STATE OF DELAWARE  
DEPARTMENT OF STATE  
DELAWARE VETERANS HOME  
100 DELAWARE VETERANS BLVD.  
MILFORD, DE 19963

NO BID REPLY FORM

**BID #11-DVH-18**

**BID TITLE: Para-Transit Bus**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: 11-DVH-18  
TITLE: Para-Transit Bus  
OPENING DATE: Thursday, September 2, 2010

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Department of State, Delaware Veterans Home.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of State, Delaware Veterans Home.

COMPANY NAME \_\_\_\_\_ Check one)  

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



## **State of Delaware**

### **Office of Minority and Women Business Enterprise Certification Application**



#### **Complete application and mail, email or fax to:**

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place, Suite 4  
Dover, DE 19904  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

## Important Information Please Read!

### Is my firm eligible?

A minority and/or women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- a) Minority groups include: African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, and Subcontinent Asian Americans.
- b) At least 51 percent owned, controlled and actively managed by minority group members or by women.
- c) Serving a for profit business with “useful business functions.”
- An out-of-state company must first **be certified in its home state** before it can be considered for certification in Delaware. This must be a state-level certification, if available.
- There is no fee for processing your application. In addition, free assistance is available. If you have questions about the application or your company’s qualifications, call (302)857-4554.
- If your business is certified by **Delaware Department of Transportation (DelDOT), City of Wilmington, Minority Supplier Development Council (MSDC), Women Business Enterprise National Council (WBENC) and located in Delaware**, there is a specialized application. You must also attach a copy of your certification and mail all documents to the OMWBE.
- Also, please note that it is extremely important to provide other certifying agency documentation. This can expedite the certification process.

### Document Request checklist

- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the certification process.**
- **Certification generally takes four to six weeks.**
- **An on-site visit.** *(The OMWBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received).*

<b>Documents to attach to your application</b>	<b>Sole Prop</b>	<b>Part/ LLP</b>	<b>Corp/ S-Corp</b>	<b>LLC</b>	<b>OMWBE Use</b>
Notarized Minority and Women Business Enterprise Affidavit form	Yes	Yes	Yes	Yes	
Copy of any of the following state identification, license, birth certificate, permanent resident card, passport or tribal memberships	Yes	Yes	Yes	Yes	
Copy of MBE/WBE certification from home state, if company headquarters are not in Delaware. (must be a state level certification, if available)	Yes	Yes	Yes	Yes	
Copies of any relevant licenses, certificates of training and degrees held by the company or its owners/employees	Yes	Yes	Yes	Yes	
Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements		Yes			
Articles of Incorporation with all amendments			Yes		
Minutes of the last annual shareholders meeting			Yes		
By-laws and By-law Amendments			Yes		
Copy of most recent Stock Ledger			Yes		
Copy of Certificate of Organization				Yes	
Copy of Operating Agreement				Yes	
<b>Optional Information – Please read below for advantages of tax document submission*</b>					
Last two years of your firm's tax returns (gross receipts). If not available, last two years W2 and/or 1099 forms for all owners, directors, officers and senior management.	Yes	Yes	Yes	Yes	

\* Submitting tax information provides OMWBE with documentation required to identify the business as a small business. If you would like to be identified as a small minority and women business enterprise please submit tax information. For additional information on small business criteria please visit <http://www.ccr.gov/SizeStandard.aspx> or <http://www.sba.gov/index.html> (most requested items). Please note the categorization of small business may provide additional opportunities.

**Delaware Minority and/or Women Business Enterprise Certification**



## **Certification Application**

The following is the application for Minority and/or Women Business Enterprise (MWBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

### **Questions that do not apply to your firm should be marked N/A in the space provided.**

The Affidavit on page 14 must be signed and notarized by a Notary Public. Faxed copies of the Affidavit will only be accepted if the notary seal has the stamped seal with the expiration date visible. Otherwise, mail the original Affidavit with the raised seal to our office.

Please return the completed application with signature and required notarization to the address below:

#### **Office of Minority and Women Business Enterprise**

**100 Enterprise Place, Suite 4**

**Dover, DE 19904**

**Phone: (302) 857-4554**

**Fax: (302) 739-3779**

**Web site: [www.omwbe.delaware.gov](http://www.omwbe.delaware.gov)**

## **Definitions**

### **Minority and/or Women Business Enterprise**

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority and/or women group members who are United States citizens or persons lawfully admitted to the United States for permanent residence.

The business must be a for-profit business and currently be performing a useful function.

**Minorities** – United States citizens or permanent residents who are African Americans, Asian/Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or as defined herein:

**African (Black) Americans.** All persons having origins from any of the Black groups of Africa and all persons having origins in any of the original peoples of the Cape Verde Islands.

**Asian/Pacific Americans.** All persons having origins from any of the original peoples of the Far East, Asia, or the Pacific Islands, including China, Japan, Korea, Samoa, Philippine Islands, and Hawaii. Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

**Hispanic Americans.** All persons having origins from Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or others Spanish or Portuguese culture or origin, regardless of race.

**Native Americans.** All persons having origins from the original peoples of North America and who are recognized as Native Americans by a tribe or tribal organization.

**Subcontinent Asian Americans.** All persons whose ancestors originated in India, Pakistan or Bangladesh.

**Certification** - A determination by the OMWBE that a for-profit business entity is a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE).

## **Definitions**

### **Ownership**

The minority or woman ownership interest in the firm must be owned by an individual

## **5 Definitions**

**Minority Business Enterprise (MBE)** - A for profit business in which at least 51% of

State of Delaware Minority and/or Women Business Enterprise Application  
*All completed applications must be returned with the appropriate requested documents listed.*

**Please type or print clearly**

OMWBE use only: Application Date:

Mail application to:

Office of Women and Minority Business Enterprise  
 100 Enterprise Place, Suite 4  
 Dover, DE 19904

If you have any questions regarding the completion of this application, please contact us at (302) 857-4554

**Note – This section must be filled out in its entirety for the application to be processed.  
 Incomplete applications will not be processed.**

<b>1. Business Name(s), Contact Information, Federal Employee Identification Number or Social Security Number(FEIN/SSN)</b>				
Legal Name of Firm:				
Doing Business As (If applicable):				
Federal E.IN or SSN:		E-Mail Address:		
Address line 1:				
Address line 2:				
City		State	Zip Code	Country
Telephone Number:		Extension:	Fax Number:	
Company Web Site Address:				
Corp <input type="checkbox"/>	LLC* <input type="checkbox"/>	S Corp <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP** <input type="checkbox"/>
Sole Proprietor <input type="checkbox"/>		Joint Venture <input type="checkbox"/>		
<b>If you are a non profit please discontinue completing the application. You must be a for profit business.</b>				
Date firm was established?				
Date firm began doing business (date of first contract or sale)				

\* Limited Liability Corporation

\*\* Limited Liability Partnership

<b>2. Primary owner applicant information</b>				
Name:		Title:		
Home Address:		City:	State:	Zip Code: Country:
Telephone Number:		Extension:	Fax Number:	
E-Mail Address:				
Date owner acquired controlling interest?				

Sex: <input type="checkbox"/> M <input type="checkbox"/> F	Ethnic Group:
U.S. Citizen or Permanent Resident: <input type="checkbox"/> No <input type="checkbox"/> Yes	

<b>3. Firm is applying as: Please select either MBE or WBE based on the primary owner</b>			
<b>Minority Business Enterprise</b>		<b>Women Business Enterprise</b>	
<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> African American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Native American
<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> Other	<input type="checkbox"/> Subcontinent Asian	<input type="checkbox"/> White American
		<input type="checkbox"/> Other	

**4. Describe, in detail, what product(s) and/or services your business provides. Attach additional pages and/or the company's catalog or inventory list, if needed. Please note the below capabilities narrative will be posted on the OMWBE web site.**

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<b>5. Six digit North American Industry Classification System (NAICS) Code(s):</b> (To assist you in determining your NAICS Code(s) go to <a href="http://www.census.gov/eos/www/naics">http://www.census.gov/eos/www/naics</a> ) This must be completed if you need additional assistance please call OMWBE					
1.	2.	3.	4.	5.	6.
<b>Four digit United Nations Standard Products and Services Code® (UNSPSC®)</b> (To assist you in determining your UNSPSC Code(s) go to <a href="http://www.unspsc.org">http://www.unspsc.org</a> )					
1.	2.	3.	4.	5.	6.

<b>6. Type of Business</b>		
<input type="checkbox"/> Building trade	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other
<input type="checkbox"/> Consultant	<input type="checkbox"/> Supplier	
<input type="checkbox"/> Generalized service	<input type="checkbox"/> Highway Construction	
<input type="checkbox"/> Licensed professional services		

<b>7. Provide the following information for: 1) all business owners, 2) corporate directors (if incorporated), 3) officers, and 4) senior management. If more space is needed, attach additional pages.</b>				
<b>Name</b>	<b>Title</b>	<b>Date Appointed</b>	<b>Gender</b>	<b>Ethnicity</b>
<b>Officers of the Company</b>				
<b>Board of Directors</b>				

**8. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?**

☐ No ☐ Yes (If yes, identity below)

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**9. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)** ☐ No ☐ Yes

**10. Please list the gross receipts of last two years**

(A) Year Ending:	Gross Receipts:
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(B) Year Ending:	Gross Receipts:
------------------	-----------------

**11. Number of employees**

Full time:

Part time:

Seasonal (approximate):

**12. List names and titles of persons who perform the following functions. If more than one, indicate what percent each person handles.**

	Name	Ethnicity	Gender
Financial Decisions			
Estimating & Bidding			
Negotiating & Contract Execution			
Personnel Management			
Field/Production Operations Supervisor			
Office Management			
Marketing/Sales			
Purchasing of Major Equipment			
Authorized to Sign Company Checks (for any purpose)			

<b>13. Identify persons or firms who provide Legal, Accounting, and Banking services:</b>		
<b>Attorney:</b>		Contact:
Phone:	Fax:	Email:
Address:		
<b>Accountant:</b>		Contact:
Phone:	Fax:	Email:
Address:		
<b>Bank:</b>		Contact:
Phone:	Fax:	
Address:		

<b>14. If the business is a corporation or LLC, please list the following information:</b>
a. Total shares authorized:
b. Total shares issued to date:
c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please explain below)

<b>15. List the three largest contracts or sales completed by the firm during the last three years. List each customer's name and company or organization, the dollar amount of each contract or sale, and the date completed. If any are subcontracts, provide the name of the firm to which you subcontracted.</b>		
<b>1. Company or Individual:</b>		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
<b>2. Company or Individual:</b>		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		
<b>3. Company or Individual:</b>		
Address, City, State:		
Phone:	Fax:	Email:
Description & Amount:		

**16. Has this firm or other firm(s) owned by any of its current owners or officers ever been denied certification by the OMWBE or any other certifying entity (check one)?** ☐ No; ☐ Yes *(If yes, provide the name of the certifying organization and the reason(s) given for denial, below. Attach copies of any relevant documents (letters, appeal documents, etc.).*

**17. Debarment: Is this company, or any other company owned in full or part by any of this company's owners and/or officers, currently prohibited from doing business with the State of Delaware (i.e., license revocation or denial)?** ☐ No; ☐ Yes.

**18. Is the Business certified as a M/W/BE with any other certifying agency? If yes, provide the name(s) of the certifying organization(s), below, and attach letters or other documents verifying such certification.**

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a.		
b.		
c.		
d.		
e.		
f.		

**19a. Is the business classified as a small business as identified by The regulations specifying size standards and governing their use are set forth in Title 13, Code of Federal Regulations, part 121 (13 CFR part121), Small Business Size Regulations. For more information please visit**

<http://www.ccr.gov/SizeStandard.aspx>

☐ No ☐ Yes

**19b. Is the business registered with the Central Contractor Registration [www.ccr.gov](http://www.ccr.gov) (Please provide proof of registration)**

☐ No ☐ Yes

**20. How did you hear about the Office of Minority and Women Business Enterprise:**

☐ OMWBE staff speak at an event sponsored by another organization

☐ OMWBE staff at a trade show or expo

☐ OMWBE's web site

☐ Materials published by OMWBE

☐ Referred by another organization

☐ Referred by the owner of an MBE or WBE

☐ Delaware state employee

☐ Other, please explain briefly:

## Optional Questions

You are not required to answer the following questions and the answers will not affect your company's eligibility for certification. However, the answers will help OMWBE to identify business opportunities that may be suited to your company. Answers may be estimated; exact figures aren't necessary.

<b>For all companies</b>
How many years has your company been conducting business with you as owner?
How many contracts, subcontracts, and/or sales has your company completed during the last 12 months?
What is the largest contract, subcontract, or sale your company completed in the past 24 months?
Has your company done any business with government? <input type="checkbox"/> No; <input type="checkbox"/> Yes
If yes, what level of government (check all that apply): <input type="checkbox"/> Federal; <input type="checkbox"/> State; <input type="checkbox"/> Local
Has your company done any business with government in the State of Delaware? <input type="checkbox"/> No; <input type="checkbox"/> Yes
Number of government contracts, subcontracts, or sales completed (estimate):
<b>For Construction-Related Companies Only (not including suppliers of construction materials)</b>
What is your company's bonding capacity? \$ (indicate "unknown" if you do not know)
What % of your business is direct contracting?
What % of your business is subcontracting?



# State of Delaware Minority and/or Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

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Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority and/or woman status of the business and do herein certify under penalty imposed by Delaware statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the MWBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the MWBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

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Type or Print Name of Owner

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Signature of Owner

Date

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Title

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ a.d.

Month, Year

Signed \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE

County of \_\_\_\_\_

State \_\_\_\_\_

My Commission Expires \_\_\_\_\_  
Date

